

February 25, 2010

**ADDENDUM No. 3
For the
TIER II - SAN JOSE VARIOUS STREETS
RESURFACING AND REHABILITATION PROJECT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made to, and incorporated into the Plans and Specifications for the above project.

CHANGES IN PROJECT PLANS & SPECIFICATIONS:

- 1- On TIER II - SAN JOSE VARIOUS STREETS RESURFACING AND REHABILITATION PROJECT Specifications, NOTICE TO BIDDERS, page 7, FILING OF BIDS paragraph shall say:**

All proposals must be filed with the City Clerk of the City of San Jose, City Hall, 200 E. Santa Clara Street, Wing, 2nd Floor, San Jose, CA 95113, on or before 3:00 p.m. **Thursday, March 04, 2010** as set forth in the specifications. The City Clerk will publicly open and declare the aggregate bid of each bidder, at his/her office at 3:00 p.m.

- 2- On TIER II - SAN JOSE VARIOUS STREETS RESURFACING AND REHABILITATION PROJECT Specifications, BIDDER'S BOND, page 25.**

Replace page 25 with the attached BIDDER'S BOND.

- 3- On TIER II - SAN JOSE VARIOUS STREETS RESURFACING AND REHABILITATION PROJECT Specifications, TECHNICAL SPECIFICATIONS, section 39-1A, page 220, paragraph shall say:**

39-1A ACCEPTANCE TESTING BY THE ENGINEERS - Quality control per Section 39 of the Standard Specification and the specific "S" value requirements for the hot mixed asphalt shall be enforced during paving production, not just during submittal and mix design process. City of San Jose Material Testing Laboratory personnel will sample the hot mixed asphalt on the job site and perform test in their laboratory to ensure the quality meets the requirements specified in the specification. Each sample taken will represent no more than 500 tons of hot mixed asphalt or one day's production, whichever is smaller.

Referee samples will be taken. In the event that asphalt material does not meet these specifications a mutually agreed third party lab will be utilized as a referee per the Caltrans Quality Control/Quality Assurance Manual for Asphalt Concrete Production and Placement dated June 2002.

SAMI-R shall NOT be installed over the Dig-out area until the lab results of the hot mixed asphalt meets the requirement as specified in the Standard Specification.

INSTRUCTIONS:

The **bidder must sign this addendum** in the space provided below and **return one signed copy with the bid**. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligations to include this addendum to the bid proposal.

APPROVED BY:



RENE CORDERO
Division Manager

Bidder's Name

Signature and Title of Bidder

Date

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ as
PRINCIPAL, and _____, a corporation duly
organized under the laws of the State of _____ and duly licensed to
become sole surety on bonds required or authorized by the State of California, as SURETY, are
held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum
of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above
named, submitted by said Principal to the City of San Jose, for the work described below; for the
payment of which sum in lawful money of the United States, well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by
these presents. In no case shall the liability of the Surety hereunder exceed the sum of
DOLLARS (\$_____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San
Jose, for certain construction specifically described as follows, for which bids are to be opened in
the Office of the City Clerk, of the City of San Jose, at City Hall, 200 E. Santa Clara Street, 2nd
Floor, Wing, San Jose, California on March 04, 2010 for TIER II - San Jose Various Streets
Resurfacing and Rehabilitation Project.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the
time and manner required under the specifications, after the prescribed forms are presented to
Principal for signature, enters into a written contract, in the prescribed forms, in accordance with
the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the
required insurance policies with the City, all as required by the specifications and the contract or
by law, then the obligation shall be null and void; otherwise it shall be and remain in full force
and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said
Surety and its bond shall be in no way impaired or affected by any extension of the time within
which the Owner may accept such Bid; and said Surety does hereby waive notice of any such
extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered,
the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable
attorney's fee to be fixed by the court.